

IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

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In re : Chapter 9
: Case No. 13-53846
CITY OF DETROIT, MICHIGAN, :
: Hon. Thomas J. Tucker
Debtor. :
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**STIPULATION BY AND BETWEEN THE CITY OF DETROIT, MICHIGAN AND
NORFOLK SOUTHERN RAILWAY COMPANY RESOLVING CLAIM NUMBER 143
FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE**

The City of Detroit, Michigan (“City”) and Norfolk Southern Railway Company (“Norfolk Southern”; and collectively with the City, the “Parties”) stipulate and agree as follows:

WHEREAS, on November 26, 2013, Norfolk Southern filed its proof of claim number 142 in the amount of \$36,128.73 (“Claim 142”);

WHEREAS, on November 26, 2013, Norfolk Southern filed its proof of claim number 143, wherein it asserted a claim for an administrative expense in the amount of \$2,385.91 (“Claim 143”);

WHEREAS, on October 22, 2014, the City filed its *Eighth Amended Plan of the Adjustment of Debts of the City of Detroit (October 22, 2014)* (the “Plan,” Doc. No. 8045);

WHEREAS, on March 16, 2015, by stipulation entered at docket number 9441, Claim 142 was allowed as a general unsecured claim in the amount of \$32,027.35;

WHEREAS, Norfolk Southern and the City have now conferred and reached agreement regarding Claim 143;

WHEREAS, capitalized terms not otherwise defined in this stipulation have the meanings given to them in the Plan;

NOW, THEREFORE, the Parties stipulate and agree as follows:

1. Claim 143 is allowed as a general unsecured claim in the amount of \$1,525.91; *provided, however,* that nothing in this stipulation is to be construed as a waiver of any of the City's rights to assert and pursue any claims against Norfolk Southern, including, without limitation, claims under chapter 5 of the Bankruptcy Code, and to challenge the assertion of Claim 143 as a defense to such claims.
2. Other than Claim 142 and Claim 143, Norfolk Southern has no further Claims of any kind against the City as of the Effective Date. The City's claim's agent is authorized to update the claims register accordingly.

3. Norfolk Southern has not transferred or assigned any Claims of any kind it has against the City.

4. Nothing in this stipulation is intended to or will revive, reinstate, or affirm any rights, remedies, claims, or defenses of either Party against the other that expired or were otherwise barred, satisfied, released, waived, or discharged as of, or upon the occurrence of, the Effective Date of the Plan. This stipulation is not a modification of the Plan.

**SO STIPULATED,
APPROVED AS TO FORM AND CONTENT:**

May 6, 2015

For the City of Detroit, Michigan By Miller, Canfield, Paddock & Stone, PLC By: <u>/s/ Ronald A. Spinner</u> Ronald A. Spinner (P73159) 150 West Jefferson, Suite 2500 Detroit, MI 48226 (313) 496-7319 swansonm@millercanfield.com	For Norfolk Southern Railway Company By Kevin Andris By: <u>/s/ Kevin Andris</u> Kevin Andris Three Commercial Place Norfolk, VA 23510 (757) 629-2865 Kevin.Andris@nscorp.com
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**[PROPOSED] ORDER APPROVING THE STIPULATION BY AND BETWEEN
THE CITY OF DETROIT, MICHIGAN AND
NORFOLK SOUTHERN RAILWAY COMPANY RESOLVING CLAIM NUMBER 143
FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE**

This matter having come before the Court on the *Stipulation by and between the City of Detroit, Michigan and Norfolk Southern Railway Company Resolving Claim Number 143 for Allowance and Payment of Administrative Expense*, the Court having reviewed the stipulation and being otherwise apprised of the matter, and there being good cause, NOW THEREFORE IT IS ORDERED THAT

1. The stipulation is approved to the extent set forth in this Order.
2. Claim number 143 is allowed as a general unsecured claim in the amount of \$1,525.91; *provided, however,* that allowance of this claim is not a waiver of the City's rights to assert and pursue any claims against Norfolk Southern, including, without limitation, claims under chapter 5 of the Bankruptcy Code, and to challenge the assertion of Claim 143 as a defense to such claims
3. Other than the claims numbered 142 and 143 filed in this bankruptcy case, Norfolk Southern Railway Company has no further claims of any kind against the City of Detroit ("City") as of December 10, 2014. The City's claim's agent is authorized to update the claims register accordingly.

4. No party may assert a claim against the City on the basis that it has been assigned a claim originally asserted by Norfolk Southern Railway Company.

5. Neither the stipulation nor this Order revives, reinstates, or affirms any rights, remedies, claims, or defenses of the City or Norfolk Southern against each other that expired or were otherwise barred, satisfied, released, waived, or discharged as of, or upon the occurrence of, the Effective Date of the Plan. Neither the stipulation nor this Order modifies the Plan.